



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dent. ECD	A	Contract Number 99-471	
County Department Economic and Community Development			Dept. Orgn. ECD PROJ.		Contractor's License No.	
County Department Contract Representative THOMAS R. LAURIN/Norm Buckner			Telephone (909) 388-0808		Total Contract Amount \$	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Property Acquisition						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
Fund SBA		Dept. ECD		Organization PROJ.		Amount
Appr. 200		Obj/Rev Source 2005		GRC/PROJ/JOB No. 00000000		Amount
Project Name Fifth District: Property Acquisition PAL Childcare Facility (#350-23118) Contract type 2 (d)		Estimated Payment Total by Fiscal Year FY Amount I/D FY Amount I/D				

CONTRACTOR Provisional Educational Services, Inc.

Federal ID No. or Social Security No. N/A

Contractor's Representative Dr. Mildred D. Henry, President

Address P.O. Box 7100, San Bernardino, CA 92411 Phone (909) 887-7002

Nature of Contract: *(Briefly describe the general terms of the contract)*

On June 29, 1999, the San Bernardino County Board of Supervisors approved Contract No. 99-471 with the City of San Bernardino and Provisional Educational Services, Inc., in the amount of ninety thousand dollars (\$90,000). The County and City contributed \$45,000 each for the purpose of acquiring the property located at 1686 West 19th Street in San Bernardino, (APN 0143-191-50), and for maintenance and operation of this property and the adjoining County owned property, (APN 0143-191-49), by Provisional Educational Services for the provision of childcare services to low- and moderate-income households. The two properties are currently owned by COUNTY and funded in part by CITY and leased to Provisional Educational Services under a consolidated lease agreement. This Contract Amendment No. 1, grants ownership of the properties located at 1680-1686 West 19th Street in San Bernardino to Provisional Educational Services, Inc., and requires continued maintenance and operation of the childcare facilities for a period of twenty (20) years. All other provisions and terms of Contract No. 99-471 will remain the same except as noted.

The attached contract consists of 3 pages.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink) County Counsel Date	Reviewed as to Contract Compliance Date	Presented to BOS for Signature Department Head Date
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Auditor/Controller-Recorder Use
Only

☐ Contract Database ☐ FAS

Input Date	Keyed By
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FIRST AMENDMENT TO THE CONTRACT
BETWEEN THE COUNTY OF SAN BERNARDINO,
CITY OF SAN BERNARDINO AND
PROVISIONAL EDUCATIONAL SERVICES, INC.

This First Amendment to Contract No. 99-471 is made and entered into, by and between San Bernardino County, hereinafter referred to as "COUNTY", the City of San Bernardino, hereinafter referred to as "CITY" and Provisional Educational Services, Inc., hereinafter referred to as "EDUCATIONAL SERVICES".

WHEREAS, COUNTY, CITY and EDUCATIONAL SERVICES have previously entered into Contract No. 99-471, hereinafter referred to as "CONTRACT", in the amount of ninety thousand dollars (\$90,000) for the purpose of acquiring the property located at 1686 West 19th Street in San Bernardino, (APN 0143-191-50), and for EDUCATIONAL SERVICES maintenance and operation of this property and adjoining COUNTY owned property located at 1680 West 19th Street in San Bernardino, (APN 0143-191-49), for the provision of childcare services to low- and moderate-income households; and,

WHEREAS, the two properties are currently owned by COUNTY and funded in part by CITY and leased to EDUCATIONAL SERVICES under a consolidated lease agreement; and,

WHEREAS, COUNTY, CITY and EDUCATIONAL SERVICES desire to amend CONTRACT to grant ownership of the properties located at 1680 and 1686 West 19th Street in San Bernardino to Provisional Educational Services, Inc.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. Replace CONTRACT Section 1, with new PURPOSE OF CONTRACT paragraph.

PURPOSE OF CONTRACT

This Contract is made for the purpose of transferring ownership of the property located at 1680-1686 West 19th Street, San Bernardino to Provisional Educational Services, Inc. The contract also provides for the maintenance and operation of the childcare center, hereinafter referred to as "FACILITY".

2. Replace CONTRACT Section 3, with new SCOPE OF CONTRACT paragraph.

SCOPE OF PROJECT

COUNTY, CITY and EDUCATIONAL SERVICES agree COUNTY shall provide real estate services necessary to transfer ownership of the property located at 1680-1686 West 19th Street in San Bernardino, parcel numbers (APN #0143-191-49) and (APN # 0143-191-50) to EDUCATIONAL SERVICES. EDUCATIONAL SERVICES shall use FACILITY for the sole purpose of providing childcare programs and services to low- and moderate-income families located in the San Bernardino area.

EDUCATIONAL SERVICES agrees that any cost savings realized through ownership of the property shall result in proper maintenance of FACILITY buildings and playground areas or in the expansion of program services. The improvements or services shall be included as part of the annually required reporting referenced in section 24, PROGRAM REPORTING.

Use of FACILITY for any other purpose shall not be permitted unless pre-approved in writing by the COUNTY.

Unless as specified otherwise, ECD shall have the authority to represent COUNTY regarding the terms and conditions of this Contract and the administration thereof, and the Economic Development Agency shall have the authority to represent CITY regarding the terms and conditions of the Contract and the administration thereof.

3. Replace CONTRACT Section 4, with new PROPERTY TRANSFER paragraph.

PROPERTY TRANSFER

COUNTY and CITY have determined that EDUCATIONAL SERVICES should own the land and improvements at 1680-1686 West 19th Street in San Bernardino currently owned by the COUNTY and funded in part by the CITY, with the condition that FACILITY be maintained and operated as described in Section 2, Scope of Project for a term of twenty (20) years.

4. Replace CONTRACT Section 7, with new MAINTENANCE AND OPERATION paragraph.

MAINTENANCE AND OPERATION

EDUCATIONAL SERVICES shall have sole responsibility for the maintenance and operation of FACILITY at the sole expense of EDUCATIONAL SERVICES for a period of not less than twenty (20) years beginning upon the date the deeds are executed to convey property. FACILITY shall be maintained and operated at all times for the purpose of providing childcare programs and services to low- and moderate-income households in the San Bernardino area, as identified in Section 2, Scope of Project, and in accordance with federal, state and local laws, regulations and safety standards. EDUCATIONAL SERVICES shall be responsible for completing and submitting to COUNTY the Public Facility Certification form. This form will be provided by ECD.

5. Replace CONTRACT Section 20, with new VIOLATION OF CONTRACT paragraph.

VIOLATION OF CONTRACT

In the event that EDUCATIONAL SERVICES violates any of the terms and conditions of this Contract, COUNTY shall give written notice of violation and demand for correction. If, within thirty (30) days from receipt of written notice, EDUCATIONAL SERVICES has not corrected the violation or shown acceptable cause, COUNTY has the right to terminate this Contract. It is agreed that in the event of a termination due to a violation of the Contract by EDUCATIONAL SERVICES, EDUCATIONAL SERVICES shall transfer property ownership back to COUNTY within ten (10) days or Receipt of Notice of Termination. Should COUNTY elect to sell parcels (APN 0143-191-49) and (APN 0143-1941-50), in the event of violation by EDUCATIONAL SERVICES, CITY and COUNTY will receive a fifty-fifty (50-50) share in any sale of (APN 0143-191-50). COUNTY and CITY will agree on appraised value of property prior to sale of (APN 0143-191-50). In the event the sale of property is required, the County Real Estate Services Department will handle all necessary transactions.

6. Replace CONTRACT Section 24, with new PROGRAM REPORTING AND RETENTION OF RECORDS

PROGRAM REPORTING AND RETENTION OF RECORDS

EDUCATIONAL SERVICES agrees to prepare and submit financial, program progress, and other reports as required by HUD or COUNTY directives. EDUCATIONAL SERVICES shall maintain such program, property, personnel, financial, statistical and other records, supporting documents, and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by EDUCATIONAL SERVICES for a minimum of five (5) years. The retention period starts from the date the COUNTY submits its annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service under the terms of this contract is reported on for the final time. Said COUNTY submission will follow EDUCATIONAL SERVICES final submission to COUNTY of reports identified under this paragraph.

Records and accounts that pertain to something being sued or audited over must be maintained for the five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for the five (5) years or the number of years that there is an outstanding obligation, whichever is longer. The starting date for retention of records on CDBG-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of

COUNTY fiscal year in which the income is earned. All EDUCATIONAL SERVICES records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. EDUCATIONAL SERVICES is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the ECD Director or his designee.

7. NON -APPLICABLE SECTIONS OF CONTRACT NO. 99-471

The following sections contained in the Acquisition, Maintenance and Operations Contract (#99-471) will not be applicable on the date of recordation of the grant deed transferring ownership to Provisional Education Services, Inc. All other provisions and terms of Contract No. 99-471 will remain the same except as noted previously.

Section Number 5, Funding

Section Number 6, City Funding Requirements

Section Number 11, Warranty of Adherence to County's Child Support Compliance Program

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first written above.

COUNTY OF SAN BERNARDINO

CITY OF SAN BERNARDINO

By: _____
DENNIS HANSBERGER, Chairman
Board of Supervisors

By: _____
JUDITH VALLES, Mayor

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

APPROVED AS TO LEGAL FORM

J. RENEÉ BASTIAN
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
JAMES F. PENMAN, City Attorney

Date: _____

By: _____

REVIEWED AND APPROVED TO LEGAL FORM

Date: _____

By: _____

APPROVED AS TO LEGAL FORM

Date: _____

ALAN K. MARKS
COUNTY COUNSEL

PROVISIONAL EDUCATIONAL SERVICES, INC.

By: _____
Deputy County Counsel

By: _____
MILDRED D. HENRY, President

Date: _____

Date: _____

Comdev/Temp/Cathy/03 Agreements/03 Prov Educational Svcs Amendment
03/27/03/NB/cb